



PATENT  
Attorney Docket: 040782-5083

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: )  
 )  
HAAS, Andrew M. ) Confirmation No.: 3038  
 )  
Application No.: 09/602,883 ) Group Art Unit: 2675  
 )  
Filed: June 26, 2000 ) Examiner: Alecia Diane Nelson  
 )  
For: SYSTEM AND METHOD FOR )  
DRIVING A FLAT PANEL )  
DISPLAY AND ASSOCIATED )  
DRIVER CIRCUIT )

Commissioner for Patents  
U.S. Patent and Trademark Office  
220 20th Street S.  
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Crystal Plaza Two, Lobby, Room 1B03  
Arlington, VA 22202

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Sir:

**SUBMISSION OF REVOCATION OF POWER OF ATTORNEY**  
**AND GRANT OF NEW POWER OF ATTORNEY**

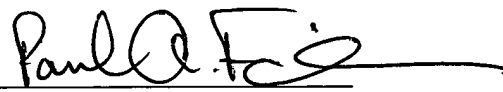
Enclosed is a copy of a Revocation of Power of Attorney and Grant of New Power of Attorney by the Assignee.

If there is any fee due in connection with the filing of this Statement, please charge the fee to our Deposit Account No. 50-0310.

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

By:

  
Paul A. Fournier  
Registration No. 41,023

Dated: June 18, 2004  
Customer No.: 009629  
MORGAN, LEWIS & BOCKIUS LLP  
1111 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
Telephone: (202) 739-3000  
Facsimile: (202) 739-3001  
1-WA/2208878.1



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee : Pioneer Corporation

In re Application of: HAAS, Andrew M. )

Group Art Unit: 2675

Application No. 09/602,883 )

Examiner: Alecia Diane Nelson

Filed: June 26, 2000 )

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**REVOCATION AND NEW POWER OF ATTORNEY**

Under 37 C.F.R. §3.73(b), PIONEER CORPORATION, a Japanese Corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

1. An assignment from Andrew M. Haas, the inventor of the above-identified patent application, to Photonics Systems, Inc., as submitted to the U.S. Patent and Trademark Office, recorded at Reel/Frame: 009167/0621 on May 4, 1998; and

2. An Asset Purchase Agreement including an Assignment of the above-identified patent application from Photonics Systems, Inc. to Pioneer Corporation. The Reel/Frame numbers have to date not yet been supplied to Applicant from the USPTO for the above-identified patent application. Accordingly, a copy of the Asset Purchase Agreement executed on August 4, 2003 assigning the rights in the above-identified application from Photonics Systems, Inc. to Pioneer Corporation is attached hereto.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee. Acting on behalf of the assignee, the undersigned hereby revoke all powers of attorney previously granted for the patent application and hereby grants its power of attorney to:

**Customer Number 009629**  
MORGAN, LEWIS & BOCKIUS LLP  
1111 Pennsylvania Avenue, NW  
Washington, DC 20004

with full power of substitution and revocation, to transact all business in the United States Patent and Trademark Office ("USPTO") connected with this patent application.

All correspondence regarding this patent application should be sent to JOHN SMITH at:

**Customer Number 009629**  
MORGAN, LEWIS & BOCKIUS LLP  
1111 Pennsylvania Avenue, NW  
Washington, DC 20004

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Date: Jun. 9, 2004

Jun Ikeshima  
Signature JUN IKESHIMA

Manager  
Title  
PIONEER CORPORATION

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, effective as of August 4, 2003 ("Effective Date"), is entered into by Photonics Systems, Inc., a Nevada Corporation, having its principal place of business at 6975 Wales Road, Northwood, Ohio, 43619, U.S.A. ("Photonics"), and Pioneer Corporation, a Japanese Corporation, having its principal place of business at 4-1, Meguro 1-chome, Meguro-ku, Tokyo 153-8654, Japan ("Pioneer").

**WHEREAS**, Photonics developed the Intellectual Property (defined below); and

**WHEREAS**, The Intellectual Property is currently subject to a lien held by National City Bank ("Lien") due to a loan between Photonics and National City Bank ("Loan").

**WHEREAS**, Photonics desires to satisfy the Lien affecting the Intellectual property so such Intellectual Property can be transferred to Pioneer.

**WHEREAS**, Photonics desires to transfer the Intellectual Property after satisfying the Lien, and Pioneer desires to obtain ownership of the Intellectual property after the Lien has been satisfied, and also subject to the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the premises, and intending to be legally bound, the parties agree as follows:

### **1.0 Definitions**

- 1.1 "Counsel" means the attorney(s), patent agent(s) and/or legal representative(s) representing Photonics.
- 1.2 "Patent Files" means all files in Photonics' or the Counsel's possession or control directly relating to the Intellectual Property, including, but not limited to, prosecution histories, references cited and any references known by Photonics or the Counsel to be relevant thereto.
- 1.3 "Intellectual Property" means the patents and patent application(s) listed on Schedule 1, attached hereto and made a part hereof, and including, whether or not listed on Schedule 1, any and all related foreign counter-part applications or patents, extensions, divisionals, continuations, abandoned applications, reissues and reexaminations owned by Photonics.
- 1.4 "IP Documents" means all items listed in Attachment B, attached herein, which are in Photonics' and Counsel's possession or control directly relating to the Intellectual Property.
- 1.5 "Plasma Display Panel Products" means flat screen display devices that are used for television, computer monitors, and dynamic signage consisting of two layers of glass surrounding cells of inert gas with electrodes that switch said cells on and off, causing them to emit light and create a picture.

### **2.0 Assignment of the Intellectual Property**

- 2.1 Subject to the terms and conditions of this Agreement, Photonics sells, assigns, transfers and conveys to Pioneer the entire, worldwide right, title and interest in and to the Intellectual Property, including without limitation: (i) all rights to bring causes of action for past, present and future infringements of the Intellectual Property; (ii) all rights to collect and receive any damages, royalties or settlements for such infringements; and (iii) all

rights to bring any and all causes of action relating to any of the inventions or discoveries described in the Intellectual Property. It is agreed that the patent applications described in Sections 2.5 and 2.6 shall be assigned to Pioneer when Photonics has filed the request of reinstate the issuance of patent.

- 2.2 Pioneer shall pay a portion of the Purchase Price, \$700,000 (Seven Hundred Thousand U.S. dollars) to National City Bank, loan number 6944113808-0050644178 ("Loan Amount"), to satisfy Photonics' outstanding balance on the Loan, on or before ten (10) business days after receipt at Pioneer's principal place of business of: (i) a properly executed Asset Purchase Agreement signed by both parties, and (ii) a properly executed Assignment signed by Photonics.

- 2.2.1 Pioneer shall make payment of the Loan Amount by wire transfer of funds to the following account:

ABA Routing #:	041000124
Bank Account #:	151804
Account Registrant:	Commercial Loans (reference Photonics Systems, Inc.)
Name of Bank:	National City Bank
Loan number:	6944113808-0050644178

- 2.3 Photonics will secure a release of the Lien against the Intellectual Property from National City Bank on or before ten (10) business days of the payment of the balance of the Loan ("Lien Release Date"). Such release of the Lien shall be issued by National City Bank in a form suitable to Pioneer and Photonics, including as appropriate, lien releases against recorded liens under UCC filings in the State of Ohio and the U.S. Patent and Trademark Office, and a notice that said Loan is fully paid and satisfied.

- 2.3.1 If Photonics is unable to secure the release of the Lien by the Lien Release Date, Photonics shall immediately owe and refund to an account designated by Pioneer within ten (10) business days of the Lien Release Date: (i) the Loan Amount; and (ii) any other payments previously made by Pioneer according to any agreement(s) between Pioneer and Photonics contained in Schedule 2; and (iii) any additional amounts paid by Pioneer under Sections 2.5 and 2.6.

- 2.4 If Photonics is able to secure the release of the Lien by the Lien Release Date, Pioneer shall pay to Photonics by wire transfer to the account described below on or before ten (10) business days after receipt at Pioneer's principal place of business of a proper release of the Lien, the outstanding balance from the total purchase price of \$830,000 (Eight Hundred, Thirty Thousand U.S. Dollars) ("Purchase Price") minus the Loan Amount and any other payments made by Pioneer according to any previous agreement(s) between Pioneer and Photonics contained in Schedule 2.

ABA Routing #:	041000124
Bank Account #:	2550938
Account Registrant:	Photonics Systems, Inc.
Name of Bank:	National City Bank

- 2.5 Pioneer shall pay to Photonics a total sum of \$10,000 (Ten Thousand U.S. Dollars) to the account described in Section 2.4 of this Agreement on or before ten (10) days after receipt at Pioneer's principal place of business of an official document from the USPTO that the USPTO has allowed the request to reinstate the issuance of US patent application serial number 09/602,883 ("883") and has approved the issuance of '883 into a U.S. patent. Pioneer shall not be required to pay and will be discharged of any

obligation to pay \$10,000 (Ten Thousand U.S. Dollars) to Photonics should the USPTO deny the request to reinstate '883 and deny the issuance of '883 into a U.S. patent.

- 2.6 Pioneer shall pay to Photonics a total sum of \$10,000 (Ten Thousand U.S. Dollars) to the account described in Section 2.4 of this Agreement on or before ten (10) days after receipt at Pioneer's principal place of business of an official document from the USPTO that the USPTO has allowed the request to reinstate the issuance of US patent application serial number 09/383,768 ("768") and has approved the issuance of '768 into a U.S. patent. Pioneer shall not be required to pay and will be discharged of any obligation to pay \$10,000 (Ten Thousand U.S. Dollars) to Photonics should the USPTO deny the request to reinstate '768 and deny the issuance of '768 into a U.S. patent.
- 2.7 No other sums or royalties shall be due to Photonics Systems, Inc. as a result of this Agreement or the Assignment. If the contingencies of Section 2.0 are met, Pioneer's total liability under this Agreement shall not exceed \$850,000 (Eight Hundred Fifty Thousand U.S. dollars); otherwise, Pioneer's total liability under this Agreement shall not exceed the Purchase Price, unless Photonics is unable to secure a release of the Lien pursuant to Section 2.3, then Pioneer's total liability under this Agreement shall be zero (0) U.S. dollars.
- 2.8 Photonics agrees that Pioneer has not and shall not assume, and shall not be deemed to have assumed, any liability or obligation of Photonics whatsoever, including but not limited to, legal and attorney's fees, consultant's fees, wages, taxes, patent filing and prosecution fees and any other type of financial obligation specified in any other agreement between Photonics and a third party.
- 2.9 License by Pioneer. As of the Effective Date, Pioneer hereby grants to Photonics a worldwide, royalty-free, paid-up, nonexclusive, non-transferable, non-assignable license, without the right to sublicense, under the Intellectual Property to use, manufacture, have made, or sell Photonics' Plasma Display Panel Products. This License under Section 2.9 will terminate upon the actual sale, or sale of substantially all the assets of Photonics.
- 3.0 **Additional Obligations**
- 3.1 Photonics Systems, Inc. and its Counsel shall use their best efforts to deliver to Pioneer the IP Documents within five (5) days from the receipt of the Purchase Price.
- 3.2 Until the receipt of the IP Documents at Pioneer's principal place of business, Photonics will notify Pioneer about any outstanding action due as issued by any U.S. or foreign governmental agency, and Photonics' proposed response, and will pay any fee, including maintenance fees or annuities, and take any appropriate action that is being requested by such government agency relating to the Intellectual Property.
- 3.3 Photonics will provide reasonable and prompt assistance to Pioneer in reviewing, executing and delivering any additional documents that Pioneer may request which are reasonably required in order to perfect or effectuate the transfer of Intellectual Property pursuant to this Agreement.
- 3.4 To the extent the information and documents requested below are in Photonics' or its Counsel's possession or control, Photonics will provide reasonable and prompt assistance to Pioneer in providing copies of any additional files and information relevant to the Intellectual Property.

4.0 **Warranties**

At the Effective Date and at the signing of this Agreement, Photonics represents and warrants to Pioneer that:

- 4.1 Photonics solely owns the entire right, title and interest to the Intellectual Property, free and clear of any and all liens, encumbrances, liabilities, mortgages, debts, obligations and security or other claims and interest of whatever nature, with the exception of the Lien; and
  - 4.2 Photonics will secure a proper release of the Lien in accordance with Section 2.3; and
  - 4.3 Photonics possesses the right and power to enter into this Agreement and to grant to Pioneer the rights, title and interest to the Intellectual Property as specified under this Agreement; and
  - 4.4 Photonics has neither granted nor agreed to grant a third party any type of implied or express license or ownership interest or right relating to the Intellectual Property with the exception to the Final License Agreement between Photonics and Formosa Plastics Corporation dated June 28, 1999; and
  - 4.5 None of the Intellectual Property has gone or will go abandoned either intentionally or unintentionally before the effective date of the Assignment of Attachment A with the exception of US Patent Application Serial Number 09/383,768 and US Patent Application Serial Number 09/602,883 which Photonics warrants that requests for re-instatement due to an unintentional delay of payment of the issue fee have been filed with the USPTO prior to the Effective Date of this Agreement; and
  - 4.6 Photonics has informed Pioneer of all pending claims and litigation known by Photonics or its Counsel, concerning the validity, scope, enforceability, ownership, inventorship or other legal issues relating to the Intellectual Property; and
  - 4.7 To the best of Photonics' knowledge, and from the date that Photonics acquired the rights, title and interest to the Intellectual Property to the effective date of this Agreement, Photonics has not engaged in any material conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Intellectual Property or preclude their enforceability.
- 5.0 **Indemnity**
- 5.1 Photonics agrees to indemnify and hold Pioneer harmless from and with respect to any, and all claims, liabilities, losses, damages, costs, and expenses, including, without limitation, the fees and disbursements of counsel, related to or arising directly or indirectly out of any inaccuracies in any representation or warranty made by Photonics in or pursuant to this Agreement or any failure or breach by Photonics of any representation, warranty, covenant, obligation, or undertaking made by Photonics in this Agreement.
  - 5.2 Should any of the Intellectual Property be later found to be invalid or unenforceable by a court or administrative agency with appropriate jurisdiction due to inequitable conduct, material misrepresentation, or fraudulent acts by Photonics, Photonics agrees to pay to Pioneer a sum of \$45,000 (Forty-Five Thousand US Dollars) ("Rebate") per patent or patent application listed in Schedule 1, except patents or patent applications described in Section 2.5 and 2.6, that is found to be invalid or unenforceable. The Rebate shall be paid by wire transfer to an account designated by Pioneer within ten (10) days of the finding of unenforceability or invalidity of such patent or patent application. The cumulative Rebate amount shall not exceed the Purchase Price;

6.0 Miscellaneous

- 6.1 Pioneer may assign this Agreement and all rights, title and interests with respect to the Intellectual Property. This Agreement shall be binding on the parties and their successors and assigns.
- 6.2 The validity and interpretation of this Agreement and the rights and duties of the parties shall be governed by the laws of the State of California, without regard to conflicts of laws principles. The state and federal courts of California shall have exclusive jurisdiction to hear any lawsuit between the parties.
- 6.3 In the event this Agreement is translated or executed in both English and another language, the parties agree that the English language versions shall control.
- 6.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.5 The foregoing and any Schedule and Attachments attached hereto set forth the entire agreement between Photonics and Pioneer. The parties shall not be bound by any agreement, understanding, conditions or modification except as expressly set forth and stipulated herein or in a subsequent written agreement.
- 6.6 The waiver by either party of a breach or default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege of such party.
- 6.7 Both parties intend to make this Agreement binding only to the extent that it may be lawfully done under existing applicable law. If any sentence, paragraph, clause or combination of the same violates any applicable law, that provision which is in violation shall (i) be severed from this Agreement and the remainder of this Agreement shall remain binding upon the parties hereto; and (ii) a new provision shall be deemed substituted in lieu of the provision so severed and said new provision shall, to the extent possible, accomplish the intent of the parties hereto as evidenced by the provision so severed.
- 6.8 Except as otherwise agreed to in writing and except to the extent necessary to perform its obligations under this Agreement, each party shall keep confidential the terms of this Agreement and any proprietary or confidential information of the other party acquired in the exercise of its rights under this Agreement, with the exception of information already known to it, or which it is required to disclose by law, or which is or becomes known to it or to third parties with no obligation to keep such information confidential.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in the United States by their duly authorized representatives.

Photonics Systems, Inc.

By: Peter Friedman

Name: Peter Friedman

Title: Chairman & CTO

Date: August 4, 2003

Pioneer Corporation

By: S. Kurihara

Name: Seiichiro Kurihara

Title: Senior Executive Officer

Date: August 4, 2003

## SCHEDULE 1

### INTELLECTUAL PROPERTY

PATENT OR APPLICATION NUMBER	TITLE	FILING DATE	ISSUE OR PUBLICATION DATE
US 5,519,520	AC Plasma Address Liquid Crystal Display	02/08/94	05/21/96
US 5,742,265	AC Plasma Gas Discharge Gray Scale Graphic; Including Color And Video Display Drive System	01/21/93	04/21/98
US 5,754,171	Display Device Having Integrated Circuit Chips Thereon	10/21/92	05/19/98
US 5,793,158	Gas Discharge (Plasma) Displays	05/29/97	08/11/98
US 5,828,356	Plasma Display Gray Scale Drive System And Method	11/19/92	10/27/98
US 5,967,871	Method For Making Back Glass Substrate For Plasma Display Panel	07/24/97	10/19/99
US 5,995,088	Display Device Having Integrated Circuit Chips Thereon	12/30/97	11/30/99
US 6,075,504	Flat Panel Display Screens And Systems	03/19/93	06/13/00
US 6,104,361	System And Method For Driving A Plasma Display Panel	09/23/97	08/15/00
US 6,111,555	System And Method For Driving A Flat Panel Display And Associated Driver Circuit	02/12/98	08/29/00
US 6,184,849 B1	AC Plasma Display Gray Scale Drive System And Method	01/12/98	02/06/01
US 6,222,511 B1	AC Plasma Gas Discharge Gray Scale Graphics, Including Color, And Video Display Drive System	01/12/98	04/24/01
US 6,307,318 B1	Apparatus For Making Back Glass Substrate For Plasma Display Panel And Resultant Product	08/26/1999	10/23/01
Ser. No. 09/602,883	System and Method for Driving A Flat Panel Display and Associated Driver Circuit	02/12/98	
Ser. No. 09/383,768	Display Device Having Integrated Circuit Chips Thereon		
Provisional Application	Energy Efficient Driver Method and System Architecture for AC-PDP Column Driver IC and Sustainer	05/25/02	
Provisional Application	Energy Recovery Method and System Architecture for AC Plasma Display	05/25/02	
Provisional Application	AC Plasma Display Drive Method and Architecture Based on a Paired Similar Row Electrode System	05/25/02	
Provisional Application	Improved AC-Plasma Display Panel Gas Process Method	05/25/02	
Provisional Application	Column Interleave Address Method and System Architecture to Reduce Artifacts and Improve Gray Scale for AC Plasma Displays Utilizing Column Erase Techniques	05/25/02	

## SCHEDULE 2

August 1, 2003

Photonics Systems, Inc.  
6975 Wales Road  
Northwood, Ohio, 43619

Dear Mr. Friedman,

This is a Letter Agreement between Photonics Systems, Inc. ("Photonics") and Pioneer Corporation ("Pioneer") effective August 1, 2003 (Effective Date). Pioneer agrees to pay to Photonics a total sum of \$5,200 (Five Thousand Two Hundred US Dollars) for use towards payment of any related USPTO administrative fees in consideration for Photonics continuing the prosecution of US Serial Number 09/383,768 and US Serial Number 09/602,883. Photonics further agrees the sum of \$5,200 (Five Thousand Two Hundred US Dollars) shall be credited towards any purchase price contained in any purchase agreement between Pioneer and Photonics that includes US Serial Number 09/383,768 and US Serial Number 09/602,883. Should Pioneer and Photonics fail to enter into a purchase agreement which includes US Serial Number 09/383,768 and US Serial Number 09/602,883 within 60 (Sixty) days of the Effective Date of this Letter Agreement ("Expiration Date"), Photonics agrees to refund a total sum of \$5,200 (Five Thousand Two Hundred US Dollars) to Pioneer within 10 (Ten) days of said Expiration Date.

Nothing contained in this Letter Agreement confers any license or ownership rights, by implication, estoppel or otherwise under any patent now or hereafter owned or subject to license by Pioneer or Photonics. This Letter Agreement will be governed by the laws of the State of California, except for its choice of law rules. The State and Federal courts of California will have exclusive jurisdiction to hear any lawsuit between the parties concerning this Letter Agreement. This Letter Agreement can be modified only by a subsequent written instrument signed by both parties.

### AGREED AND ACCEPTED BY:

PHOTONICS SYSTEMS, INC.

By: Peter S. Friedman  
Peter Friedman

Title: Chairman & CTO

Date: August 1, 2003

PIONEER CORPORATION

By: S. Kurihara  
Seiichiro Kurihara

Title: Senior Executive Officer

Date: August 4, 2003

4-1, Meguro 1-chome, Meguro-ku  
Tokyo 153-8654, Japan

## ATTACHMENT A

### ASSIGNMENT

NOW THEREFORE, to all whom it may concern, that for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby as of August 4, 2003, Photonics Systems, Inc., a Nevada Corporation, having its principal place of business at 6975 Wales Road, Northwood, Ohio, 43619, U.S.A. ("Assignor"), hereby sells, assigns, transfers and conveys to Pioneer Corporation, a Japanese corporation, having its principal place of business at 4-1, Meguro 1-chome, Meguro-ku, Tokyo 153-8654, Japan, the entire right, title and interest in the patents and patent application(s) listed on Schedule 1, attached hereto and made a part hereof, and including, whether or not listed on Schedule 1, any and all related foreign counter-part applications or patents, extensions, divisionals, continuations, abandoned applications, reissues and reexaminations ("Intellectual Property"), including without limitation, all rights to bring causes of action for past, present and future infringements of the Intellectual Property, all rights to collect and receive any damages, royalties or settlements for such infringements, and all rights to bring any and all causes of action relating to any of the inventions or discoveries described in the Intellectual Property, to be held and enjoyed by Pioneer Corporation for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

**IN TESTIMONY WHEREOF**, the Assignor has caused this Assignment to be duly executed by an officer, who is empowered with the right and power of the Assignor to execute this Assignment on behalf of the Assignor:

By:

Peter Friedman

Name: Peter Friedman

Title: Chairman & CTO

Date:

August 4, 2003

## **ATTACHMENT B**

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### **IP DOCUMENTS**

1. The official ribbon copy in possession of Photonics of each patent listed in Schedule 1 as issued by the U.S. or a foreign patent office.
2. The prosecution history and accompanying folder for each patent and patent application, including all cited references which are available.
3. If available, an electronic version of each patent and patent application, including the specification, claims and an abstract.
4. The formal drawings for each patent and patent application.
5. A current docket report, including the application number, filing date, patent number, issue date, country, priority application(s), title, expiration date, publication date(s), outstanding office actions, maintenance fees paid/due, issue fees, appeals, interferences, re-issue deadline, and re-examination deadline.
6. The most up-to-date contact information for each of the inventor(s), including the full legal name(s), address(es), phone number(s), and email address(es).
7. The most up-to-date contact information for each of the previous patent attorney(s) or agent(s), including correct name(s), address(es), phone number(s), and email address(es).



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee : Pioneer Corporation

In re Application of: HAAS, Andrew M.

) Group Art Unit: 2675

) Application No. 09/602,883

) Examiner: Alecia Diane Nelson

) Filed: June 26, 2000

) Confirmation No.: 3038

) For: SYSTEM AND METHOD FOR  
) DRIVING A FLAT PANEL  
) DISPLAY AND ASSOCIATED  
) DRIVER CIRCUIT

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Arlington, VA 22202

**STATEMENT UNDER 37 C.F.R. § 3.73(B)**

Pioneer Corporation has reviewed and approves of the materials filed in the USPTO by Peter S. Friedman of Photonics Systems, Inc. on October 20, 2003 and March 18, 2004 in this application. However, it appears that the Statement under 37 C.F.R. § 3.73(b), as executed by Mr. Friedman of Photonics Systems, Inc. on February 24, 2004, and filed in the USPTO on March 18, 2004, was inadvertently in error because the above-identified patent application had been previously assigned from Photonics Systems, Inc. to Pioneer Corporation on August 4, 2003, as evidenced by the Asset Purchase Agreement, a copy of which is attached hereto. Accordingly, this Statement under 37 C.F.R. § 3.73(b) should replace the above-mentioned Statement under 37 C.F.R. § 3.73(b) made by Photonics Systems, Inc. dated February 24, 2004 and filed in the USPTO on March 18, 2004.

Under 37 C.F.R. § 3.73(b), PIONEER CORPORATION, a Japanese Corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

1. An assignment from Andrew M. Haas, the inventor of the above-identified patent application, to Photonics Systems, Inc., as submitted to the U.S. Patent and Trademark Office, recorded at Reel/Frame: 009167/0621 on May 4, 1998; and
2. An Asset Purchase Agreement including an Assignment of the above-identified patent application from Photonics Systems, Inc. to Pioneer Corporation. The Reel/Frame numbers have to date not yet been supplied to Applicant from the USPTO for the above-identified patent application. Accordingly, a copy of the Asset Purchase Agreement executed on August 4, 2003 assigning the rights in the above-identified application from Photonics Systems, Inc. to Pioneer Corporation is attached hereto.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Date: Jun. 9, 2004

Jun Ikeshima  
Signature JUN IKESHIMA

Manger  
Title  
PIONEER CORPORATION